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10 *Attorneys for Court-Appointed Receiver*

11 UNITED STATES DISTRICT COURT
12 DISTRICT OF NEVADA

13 THOMAS W. MCNAMARA, as the Court-
Appointed Receiver for Ideal Financial
14 Solutions, Inc.; Ascot Crossing, LLC; Chandon
Group, Inc.; Bracknell Shore, Ltd.; Fiscal
15 Fitness, LLC; Avanix, LLC; Debt Elimination
Systems, LLC; US Debt Relief, LLC; Money
16 Mastery, LLC; US Debt Assistance Corp.;
IWB Services (St. Kitts); Financial Fitness,
17 LLC; Debt to Wealth, LLC (St. Kitts); Debt to
Wealth, LLC (Nevada); Ideal Goodness, LLC;
18 Dollars West, LLC; Fluidity, LLC; Newport
Sails, LLC; Shaw Shank, LLC; Bunker
19 Hillside, LLC; Funding Guarantee, LLC;
Newline Cash, LLC; Wealth Fitness, LLC;
20 Zeal Funding Services, LLC; and related
subsidiaries and affiliates,

21 Plaintiff,

22 v.

23 VOLTAGE PAY INC., a Canadian corporation
doing business as voltagepay.com, Voltage
24 Payments, Inc., and Voltage Pay LLC;
VOLTAGE PAY LLC, a Delaware limited
25 liability company; KEVIN LEWIS; JETY
HOLDINGS, a company of unknown origins;
26 DAVID SHEKHETER; DOE COMPANY NO.
1, a holding company of unknown origins; and
27 ROES 1-10.

28 Defendants.

2:15-cv-02177-JAD-GWF

**STIPULATION FOR PROTECTIVE
ORDER**

Related Case:

*Federal Trade Commission v. Ideal Financial
Solutions, Inc. et al.*, District of Nevada, Case
No. 2:13-cv-00143-JAD-GWF

1 Pursuant to Federal Rule of Civil Procedure 26(c), the stipulating parties, through
2 undersigned counsel, jointly submit this stipulated Protective Order to govern the handling of
3 information and materials produced in the course of discovery or filed with the Court in this
4 action.

5 The Federal Rules of Civil Procedure grants the Court authority to impose reasonable
6 limitations on the use, scope and timing of discovery and to otherwise control the discovery
7 process. Fed. R. Civ. P. 26(c). This includes the ability to grant protective orders to protect
8 sensitive and confidential information. *See id.*; *Montgomery vs. Etreppeid Technologies, LLC*,
9 3:06-CV-0056-PMP VPC, 2009 WL 465941 (D. Nev. Feb. 25, 2009) (“Rule 26 further provides
10 that protective orders may be entered to limit the scope of a deposition and to require that highly
11 sensitive or confidential information is maintained as confidential.”).

12 The Court may enter a protective order upon a showing of good cause. *Phillips ex rel.*
13 *Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002); *see also Foltz v. State Farm*
14 *Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1130 (9th Cir. 2003). Here, there is good cause for the entry
15 of the Protective Order as follows:

16 Thomas W. McNamara, as the Court-Appointed Receiver, anticipates producing certain
17 information and documents that contain consumer financial data that is relevant to the action.
18 Examples of confidential information may include but are not limited to personal information in
19 employee records, executed agreements containing confidentiality clauses, etc. In particular, this
20 information can include consumer’s account records, addresses, and other personal identifying
21 information.

22 The stipulating parties agree that these records should be protected and thus request entry
23 of a protective order to ensure that this confidential information is not disclosed to any person
24 who does not need the information for the purposes of pursuing or defending the claims of this
25 case who has stated that they approve of the form of the protective order. Any unauthorized
26 disclosure of confidential information or documents in violation of the protective order is subject
27 to discipline by the contempt powers of this Court.

28 ///

1 It is the intent of the stipulating parties and the Court that information will not be
2 designated as confidential for tactical reasons in this case and that nothing shall be designated
3 without a good faith belief that there is good cause why it should not be part of the public record
4 of this case. Additionally, consumers' privacy interests must be safeguarded. Accordingly, the
5 parties respectfully submit that there is good cause for the entry of the attached proposed
6 Protective Order (Exhibit A), pursuant to Federal Rule of Civil Procedure 26(c).

7 Dated: August 22, 2016

Dated: August 22, 2016

8 McNamara Benjamin LLP

David Steiner & Associates, PLC

9 By: S/ DANIEL M. BENJAMIN

By: S/ DAVID PAUL STEINER

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Attorneys for Defendants

14 IT IS SO ORDERED:

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UNITED STATES MAGISTRATE JUDGE

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18 DATED: August 24, 2016
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Attorneys for Court-Appointed Receiver

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

THOMAS W. MCNAMARA, as the Court-Appointed Receiver for Ideal Financial Solutions, Inc.; Ascot Crossing, LLC; Chandon Group, Inc.; Bracknell Shore, Ltd.; Fiscal Fitness, LLC; Avanix, LLC; Debt Elimination Systems, LLC; US Debt Relief, LLC; Money Mastery, LLC; US Debt Assistance Corp.; IWB Services (St. Kitts); Financial Fitness, LLC; Debt to Wealth, LLC (St. Kitts); Debt to Wealth, LLC (Nevada); Ideal Goodness, LLC; Dollars West, LLC; Fluidity, LLC; Newport Sails, LLC; Shaw Shank, LLC; Bunker Hillside, LLC; Funding Guarantee, LLC; Newline Cash, LLC; Wealth Fitness, LLC; Zeal Funding Services, LLC; and related subsidiaries and affiliates,

Plaintiff,

v.

VOLTAGE PAY INC., a Canadian corporation doing business as voltagepay.com, Voltage Payments, Inc., and Voltage Pay LLC; VOLTAGE PAY LLC, a Delaware limited liability company; KEVIN LEWIS; JETY HOLDINGS, a company of unknown origins; DAVID SHEKHTER; DOE COMPANY NO. 1, a holding company of unknown origins; and ROES 1-10.

Defendants.

2:15-cv-02177-JAD-GWF

~~PROPOSED~~ PROTECTIVE ORDER

Related Case:

Federal Trade Commission v. Ideal Financial Solutions, Inc. et al., District of Nevada, Case No. 2:13-cv-00143-JAD-GWF

JUDGE: Hon. Jennifer A. Dorsey
CTRM: 6C

1 Upon consideration of the Receiver's motion for a protective and confidentiality order, the
2 Court having found that the discovery of information that implicates third-party confidentiality
3 rights and/or that is confidential or proprietary has been requested in this action, and that the
4 disclosure and distribution of such information should be reasonably restricted, the Court finds
5 that good cause exists for the entry of this Order, and it is hereby ORDERED as follows:

6 **I. DEFINITIONS**

- 7 A. "Party" means any of the parties to this action, including the Receiver, and any of
8 their officers, directors, partners, members, principals or affiliates.
- 9 B. "Counsel" means counsel of record in this action for any of the parties to this action
10 and those attorneys' stenographic, clerical, and paralegal employees, or outside
11 support personnel and services whose duties and responsibilities in the conduct of
12 this action require access to Confidential Material.
- 13 C. "Discovery Material" means:
- 14 (1) any information, document, tangible thing, or response to discovery
15 requests pursuant to Fed. R. Civ. P. 33, 34, or 36,;
- 16 (2) any deposition testimony or transcript revealed during depositions upon oral
17 or written examination pursuant to Fed. R. Civ. P. 30, or 31;
- 18 (3) any document, thing, or premises made available for inspection or produced
19 to the Receiving Party pursuant to Fed. R. Civ. P. 26, 33, or 34;
- 20 (4) any document, thing, or premises made available for inspection or produced
21 to the Receiving Party in response to a subpoena pursuant to Fed. R. Civ. P.
22 45; and
- 23 (5) any other similar materials, or portions thereof.
- 24 D. "Producing Party" means any party or non-party who produces Discovery Material,
25 including its directors, employees, and agents.
- 26 E. "Receiving Party" means a party (including the Receiver) to this action, including
27 all employees, agents, and directors (other than Counsel) of the Party, who receives
28 Discovery Material from a Producing Party.

1 F. "CONFIDENTIAL" means any document, discovery response, testimony, or
2 information that the Producing Party reasonably believes embodies: (i) trade
3 secrets, proprietary, or other confidential business information; or (ii) information
4 invasive of an individual's legitimate privacy interests.

5 G. "Confidential Material" means any Discovery Material, and any copies, abstracts,
6 summaries, or information derived from such Discovery Material, and any notes or
7 other records embodying or disclosing the contents of such Discovery Material, that
8 is designated as CONFIDENTIAL in accordance with section II below.

9 **II. DESIGNATION OF CONFIDENTIAL MATERIAL**

10 Any document, any information produced on magnetic disk or other computer-related
11 media, and any portion of oral testimony produced or given in this action that is asserted by
12 Producing Party to contain or constitute CONFIDENTIAL information shall be so designated by
13 Producing Party. The first page of each document or the front of each disk that contains
14 CONFIDENTIAL information shall be marked on its face with the following legend:

15 "CONFIDENTIAL"

16 Transcript pages containing or constituting CONFIDENTIAL information shall be marked
17 CONFIDENTIAL on each such page, and the transcript shall be marked confidential on its cover
18 page.

19 **III. ACCESS TO CONFIDENTIAL MATERIAL**

20 A. Subject to section III(B), III(C), and III(D), in the absence of an order of the Court,
21 any CONFIDENTIAL information produced in accordance with the provisions of
22 section II above shall be used solely for purposes of the prosecution and defense of
23 this action and shall not be disclosed to or discussed with any person other than: (i)
24 Counsel for the Receiving Party; (ii) persons employed by, or who are independent
25 contractors of, the Receiving Party who are participating in the management of the
26 litigation and the preparation of this case for trial; (iii) outside experts or consultants
27 who are engaged for the purpose of this action by the Receiving Party and such
28 experts' or consultants' support personnel; (iv) the individual(s) who authored,

1 prepared, or received the information; (v) certified court reporters taking testimony
2 involving such CONFIDENTIAL information and their support personnel; and (vi)
3 the Court (including any trier of fact) in connection with the proceedings in this
4 action.

5 B. Outside Experts and Consultants. Subject to the provisions of this Protective Order,
6 all Confidential Material may be disclosed to any outside expert or consultant who
7 has agreed to be bound by the terms of this Protective Order by signing an
8 Acknowledgement form attached as Exhibit A. Executed copies of the
9 Acknowledgment form shall be exchanged between counsel promptly upon
10 request, and the absence of a signed Acknowledgment justifies the Producing
11 Party's refusal to provide documents until a signed Acknowledgment is provided
12 by the Receiving Party.

13 C. Employees of a Party. Subject to the provisions of this Protective Order, all
14 Confidential Material marked CONFIDENTIAL may be disclosed to an Employee
15 of a Party.

16 D. Acknowledgment of Protective Order. Before obtaining access to any Confidential
17 Material covered by this Protective Order, any person who is authorized to have
18 access to Confidential Material pursuant to this Protective Order must have agreed
19 in writing to be bound by the terms of this Protective Order by signing an
20 Acknowledgement form attached as Exhibit A, an executed copy of which shall be
21 provided to the opposing party. This provision does not apply to Parties, employees
22 of a Party, or Counsel for a Party (including all employees, support staff, or those
23 of Counsel's law firm or agency), or any recipient under Section IX, all of whom
24 may access Confidential Information without separately signing Exhibit A.

25 E. Disclosure Pursuant to Consent. Confidential Material also may be disclosed to
26 anyone so authorized by prior written consent of the Producing Party, and no Party
27 is restricted in any way by this Protective Order in disclosing its own Confidential
28 Material.

1 F. Parties' Counsel may show Confidential Material in unredacted form to a witness
2 if that person has executed Exhibit A or otherwise authorized under this Protective
3 Order to have access to such document. Otherwise, prior to being shown to the
4 witness, the document shall be redacted to remove all information covered by Fed.
5 R. Civ. 5.2.

6 The limitations on disclosure contained in this Protective Order shall not apply to
7 documents or information that: (i) were in the possession of the Receiving Party before disclosure
8 by the Producing Party without a restriction from any Party to this action, or (ii) are or become
9 published or available in a manner not in violation of this Protective Order.

10 **IV. COURT PROCEDURES**

11 If a document containing CONFIDENTIAL information is filed with the Court, it shall be
12 filed with one of the following notations:

13 Filed Under Seal - Contains CONFIDENTIAL Information

14 Subject to Protective Order

15 Any papers containing Confidential Material shall indicate clearly what portions are
16 designated as CONFIDENTIAL.

17 **V. HANDLING OF CONFIDENTIAL MATERIAL**

18 A. Nothing herein shall restrict a person authorized to have access pursuant to
19 paragraph III(A) from making working copies, abstracts, digests, and/or analyses
20 of Confidential Material for use in connection with this action. Such working
21 copies, abstracts, digests, and analyses shall be deemed to have the same level of
22 protection as the original Confidential Material under the terms of this Protective
23 Order. Further, nothing herein shall restrict an authorized recipient from converting
24 or translating such information into machine-readable form for incorporation in a
25 data retrieval system used in connection with this action, provided that access to
26 such information, in whatever form stored or reproduced, shall be limited to
27 authorized recipients.
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- 1 B. If the Producing Party through inadvertence produces any CONFIDENTIAL
2 document or thing without labeling, marking, or otherwise designating it as such in
3 accordance with the provisions of this Protective Order, the Producing Party may
4 give written notice to the Receiving Party that the document or thing produced is
5 deemed CONFIDENTIAL and should be treated as such in accordance with the
6 provisions of this Protective Order. The Receiving Party must treat such document
7 or thing with the noticed level of protection from the date such notice is received.
8 Promptly upon providing such notice to the Receiving Party, the Producing Party
9 shall provide the Receiving Party with another copy of the document or thing that
10 bears the new confidentiality designation under this Protective Order.
- 11 C. A Party or present employee of a Party may be examined and may testify
12 concerning all CONFIDENTIAL information produced by that Party.
- 13 D. Non-parties may be examined and may testify concerning any document containing
14 CONFIDENTIAL information of a Producing Party that clearly appears on its face
15 or from other documents or testimony to have been prepared by, received by,
16 known by, or communicated to the non-party.
- 17 E. If no confidentiality designation of deposition testimony is made at the time of the
18 deposition, any transcript containing CONFIDENTIAL information shall be
19 designated as containing such information by no later than thirty (30) calendar days
20 after receipt of the transcript of the deposition. Otherwise, such transcript shall not
21 be deemed Confidential Material.
- 22 F. This Protective Order shall not prevent any Party from moving the Court for an
23 order that a non-party may be examined and may testify concerning any document
24 containing CONFIDENTIAL information of a Producing Party. Prior to so
25 moving, the Party seeking to examine the non-party or have the non-party testify
26 may (but is not required to) instead seek the Producing Party's agreement by
27 requesting, in writing, to examine the non-party or have the non-party testify and
28 shall identify the documents designated as about which it seeks to examine the non-

1 party or about which it seeks to have the non-party testify. In any motion, the
2 Producing Party shall have the burden of establishing before the Court the need to
3 prevent the non-party from being examined about or testifying about the
4 CONFIDENTIAL document. Alternatively, a Party may use the document in the
5 examination of a witness in court without further order of the Court after redacting
6 the information required by FRCP 5.2.

7 **VI. PROCEDURE TO CHALLENGE DESIGNATIONS**

8 This Protective Order shall not prevent any Party from moving the Court for an order that
9 information designated as CONFIDENTIAL by Producing Party is not, in fact, CONFIDENTIAL
10 information. Prior to so moving, the Party seeking to reclassify the information shall seek the
11 Producing Party's agreement by objecting, in writing, to the designation by specifying to
12 information at issue and the grounds for questioning the designation. The Producing Party shall
13 have ten (10) court days to respond to such request. In any motion, the Producing Party shall have
14 the burden of establishing before the Court the need for classification as CONFIDENTIAL. In
15 connection with any such motion, the Producing Party's designation shall be given NO WEIGHT.

16 **VII. INADVERTENTLY PRODUCED MATERIAL**

17 The inadvertent disclosure or production of any Discovery Material that is subject to an
18 objection on the basis of attorney-client privilege or work-product protection, or that inadvertently
19 lacks a CONFIDENTIAL designation under this Protective Order, will not be deemed to waive a
20 Producing Party's claim to its privileged or protected nature or estop the Producing Party or the
21 privilege holder from designating the Discovery Material as attorney-client privileged, subject to
22 the work product doctrine, or designated as CONFIDENTIAL at a later date.

23 Any Receiving Party who becomes aware of any produced Discovery material that is
24 privileged or subject to work product protections shall immediately notify the Producing Party of
25 that fact in writing.

26 Disclosure of the Discovery Material prior to an assertion of privilege, work product
27 protection or a CONFIDENTIAL designation shall not be deemed a violation of the provisions of
28

1 this Order. This Order and Clawback Provision is guided but not limited by Federal Rule of
2 Evidence 502(d) and Federal Rule of Civil Procedure 26(b)(5)(B).

3 **VIII. RIGHT TO FURTHER RELIEF**

4 Nothing in this Protective Order shall abridge the right of any person to seek judicial
5 modification or amendment of this Protective Order.

6 **IX. RIGHT TO ASSERT OTHER OBJECTIONS**

7 This Protective Order shall not be construed as waiving any right to assert a claim of
8 privilege, relevance, or other grounds for not producing Discovery Material.

9 **X. SURVIVAL OF OBLIGATIONS**

10 The obligations created by this Protective Order shall survive the termination of this action
11 unless otherwise modified by the Court. The Court shall retain jurisdiction, even after termination
12 of this action, to enforce this Protective Order and to make such amendments and modifications to
13 this Protective Order as may be appropriate.

14 IT IS SO ORDERED:

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16 _____
17 UNITED STATES MAGISTRATE JUDGE

18 Dated: _____ August 24, 2016
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